

First American Title Insurance Company National Commercial Services
Certification of Trust

12/02/05 12:13:05
BK 111 PG 614
DESAI COUNTY, MS
W.E. DAVIS, CH CLERK

- I/We, Michelle Navigato, trustee(s) confirm the following facts:
1. The Giorbino 2005 Irrevocable Trust Dated 8/16/2005 (Name of Trust)
is currently in existence and was executed on 8/16/05.
 2. The settlor(s) of the trust are: Michelle Navigato.
 3. The currently acting trustee(s) of the trust is (are): Michelle Navigato.
 4. The power of the trustee(s) includes:
(a) The powers to sell, convey and exchange ☒ Yes ☐ No (check one)
(b) The power to borrow money and encumber the trust property with a deed of trust or mortgage
☒ Yes ☐ No (check one).
 5. The trust is ☐ REVOCABLE ☒ IRREVOCABLE (check one) and the following party(ies), if any, is
(are) identified as having the power to revoke the trust:

 6. The trust ☐ DOES ☒ DOES NOT (check one) have multiple trustees. If the trust has multiple
trustees, the signatures of:
(mark one of the following.)
☐ ALL
☐ ANY _____ (specify number) of the Trustees are required to exercise the powers of the
Trust.
 7. The Trust identification number is: 20-6641363 (Social Security No/Employer ID).
 8. Title to trust assets is to be taken in the following manner:
Giorbino 2005 Irrevocable Trust Dated 8/16/05

The undersigned trustee(s) declare(s) that the trust has not been revoked, modified or amended in any manner
which would cause the representations contained herein to be incorrect.

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

Michelle Navigato

**SCANNED
IN FAST**

PLEASE COMPLETE, SIGN & RETURN

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STATE OF CaliforniaCOUNTY OF Riverside}
} ss.
}On November 11, 2005me, Fatemeh Fadakar, A

Public, personally

Michelle Navigatobefore
Notary
appeared
personally

~~known to me~~ (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature

My Commission Expires: NOV. 8, 2009

This area for official notarial seal

Notary Name: Fatemeh FadakarNotary Phone: (909) 534-0255Notary Registration Number: #1612683County of Principal Place of Business: Riverside

Prepared By:

First American Title Insurance Company
National Commercial Services
3281 E. Guasti Rd., Suite 440
Ontario, CA 91761
(909) 510-6204

BK 111 PG 616

THE GIURBINO 2005 IRREVOCABLE TRUST

THIS TRUST AGREEMENT is made this 16 day of August, 2005, by and among MICHAEL A. GIURBINO and SUZANNE A. GIURBINO (hereinafter referred to as "the Grantors"), MICHELLE A. NAVIGATO as Trustee (hereinafter, with her successor(s), if any, collectively referred to sometimes as the "Trustee", and sometimes as the "Trustees.")

WITNESSETH:

WHEREAS, the Grantors desire to establish a MegatrustSM and to transfer and assign to the Trustees all of the Grantors' right, title and interest in and to the assets listed on Schedule A attached hereto and incorporated herein by reference.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, the Grantors do hereby irrevocably assign, convey, transfer and deliver to Trustees, IN TRUST, all of their right, title and interest in and to the assets listed on Schedule A.

TO HAVE AND TO HOLD the same and any such other property which the Trustees may hereinafter at any time hold or acquire pursuant to the terms hereof (all of which property is hereinafter collectively referred to as the "trust property" or "trust estate"), IN TRUST, for the following uses and purposes and on the conditions hereinafter set forth:

*MEGATRUSTSM is a servicemark of Richard A. Olsen of Olsen & Gibbons, Las Vegas, Nevada; Jonathan G. Blumenthal of Milbank, Tweed, Hadley & McCloy, New York, New York and Los Angeles, California; Lawrence Brody of Bryan, Cave, McPherson & McRoberts, St. Louis, Missouri; and Alfred J. Olsen and Susan K. Smith of Olsen-Smith, Ltd., Phoenix, Arizona.

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**SCANNED
IN FAST**

ARTICLE 6

TRUSTEE POWERS

6.1 **In General.** With respect to each trust hereunder, during its existence and until such time after its termination as all of its assets have been distributed, its Trustees, in their discretion, shall have the power and are authorized to:

A. Enter upon and take possession of the trust property and invest and reinvest the same in real, personal and mixed assets, improved and unimproved, tangible and intangible, of any kind and nature whatsoever, foreign as well as domestic, that yield a high rate of income or no current income including, but without limitation, securities issued by an institution that is or may become a Trustee hereunder, common and preferred stocks (regardless of dividend arrearages), leverage type securities, options, puts and calls, fixed income bearing securities (secured or unsecured and notwithstanding default in interest), units of participation in limited partnerships, in real estate investment trusts and/or in common trust funds, investment trust stocks, mutual funds and other securities and investments of any kind, without regard to whether any such securities or investments are of a kind known to exist at the date of this instrument and whether any such investments shall be in (i) unseasoned or fledgling companies or securities that are (a) not listed on any stock exchange or public market nor registered with any securities commission, or (b) subject to contractual, legal or other restrictions (including "investment letter" restrictions), or (ii) oil, gas, and other mineral interests and natural resources, leasehold interests (including agricultural, business, etc.), commodities, currencies, collectibles, insurance and/or annuity contracts of any kind on the life of any person or persons, life estates, remainder interests, etc., not being limited by any present or future investment law and whether or not the same may be regarded by any statute, rule of law or otherwise as being proper investments for Trustees, all without regard to the "prudent man rule," to the relation any such investment may bear to the value of such trust or to the type or character of other investments in such trust, or to the effect such investment may have upon the diversification of the investments in such trust and even though such investment or reinvestment shall be when made or shall thereafter become unproductive of income, unmarketable, risky or speculative; and such investments may be purchased from or made in common with any person or persons notwithstanding that any such person may control such investment and/or may be, directly or indirectly, a beneficiary or a fiduciary hereunder; and any business partially or wholly owned by such trust may separately compensate any fiduciary and/or beneficiary hereunder for any services rendered directly to such business.

B. Retain, for as long as may be deemed desirable, all property in the form in which the same shall be acquired by such trust, without regard to any trust investment rules of any kind nor to the proportion that any one asset or class of assets may bear to the whole and without liability for any loss that may be incurred thereby;

C. Open checking, savings, custody, agency and cash and margin brokerage accounts and safe deposit boxes with any institution(s) empowered to accept the same, including any that may be a Trustee hereunder, either (i) in their names or any of their names (with or without disclosing fiduciary capacity), (ii) in the name of such trust (where an account is in the name of a trust, checks on that account and authorized signatures need not disclose the fiduciary nature of the account or refer to any trust or Trustee), or (iii) in the name of such trust's nominee(s), depositing therein any part or all of the funds and securities of such trust, and withdrawals therefrom and access thereto shall be permitted on the signature of any one or more of the Trustees and/or nominees, with the right and power to authorize withdrawals and/or access on the sole signature of any agent or agents designated in writing by such Trustees;

D. Employ such accountants, custodians, experts, counsel (legal and/or investment), and other agents as may be deemed advisable (notwithstanding such person or entity may be, or be affiliated in business with, any Trustees hereunder) and delegate discretionary powers to and rely upon information or advice furnished by them;

E. Sell (either for cash or partly for cash and partly on credit for any period, with or without security), option, convey, exchange (whether or not of like kind or similar use), lease (for any length of time regardless of the possible or actual prior termination of any trust), partition, plat, rezone, subdivide, improve and/or develop (and, where appropriate, dedicate for public use, demolish, construct, alter, reconstruct, change, etc.), repair, manage, operate or otherwise enter upon contracts or agreements regarding, deal with or dispose of any part or all of the trust property, whether real, personal or mixed, at any time, for any purpose or purposes, in any manner, either public or private, and upon any terms and with any party, including any who may be, directly or indirectly, a beneficiary or a fiduciary hereunder or an estate or trust of or for such a person:

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- F. Abandon or demolish any trust property deemed to be of insufficient value to warrant the expense of retention or abate from the payment of taxes, liens, rents, assessments, repairs, etc. on such property and/or permit such property to be lost by tax sale, foreclosure or other proceedings, by conveyance for nominal or no consideration, or to charity;
- G. Grant or release easements or charges of any kind (with or without consideration), effect and carry insurance (protecting against such hazards and liabilities as may be deemed advisable), renew or extend, amend, change or modify leases, grant options to lease and options to renew leases, all on such terms and conditions as may be deemed advisable and to pay any and all expenses in connection therewith;
- H. Exercise or not exercise or otherwise deal with any and all options of any kind;
- I. Vote, deal or consent, in person or by proxy (with or without power of substitution), including electing any Trustee or an employee or officer of any Trustee as a director or officer of any corporation, with respect to any securities, including those of companies in which a Trustee may, directly or indirectly, have an interest of any kind;
- J. Form or cause to be formed, alone or with others, such corporations, partnerships, limited partnerships and other business organizations organized under the laws of any state or country and to transfer and convey to such business organizations all or any part of the assets, real or personal, of any trust estate in exchange for such stocks, bonds, notes, other securities or interests of such business organizations as the Trustees, in their absolute discretion, may deem advisable;
- K. Rent office space, whether or not from, or in conjunction with any other such space being used by, any beneficiary hereunder, or any relative of the Grantor or of any beneficiary hereunder, or any fiduciary hereunder in his, her or its individual capacity, and to pay the expenses thereof from the principal of the respective trust estate;
- L. Enforce, abandon, adjust, arbitrate, compromise, sue on, prosecute and/or defend, and otherwise deal with and settle, on such terms as such Trustee(s) in good faith may deem advisable, even if the result would substantially diminish the trust property and/or materially affect the trust plan (whether or not with concurrence of the beneficiaries), any and all claims in favor of or against such trust, including those relating to tax matters;
- M. Exercise all tax related elections and choices they may have (whether or not specifically referred to in Section 8.1 including (i) the disclaimer of benefits receivable by such trust in any manner permitted by law or by a "transfer" meeting the requirements of Section 2518(c)(3) of the Internal Revenue Code, and (ii) the entering into of closing agreements relating to any trust matters (which shall be binding on all present and future trust beneficiaries), and to pay any income or similar tax properly imposed on or to be borne by such trust and any estate, inheritance, succession, generation-skipping or other similar tax that, under applicable tax and apportionment laws, is properly imposed upon or with respect to any property held (or being distributed) hereunder, such payment to be charged to such property;
- N. Borrow money for the payment of taxes, the exercise of options, or for any other purpose or purposes whatsoever, from any source, including the commercial department of any corporate trustee hereunder, on the general credit of any trust property, and to pledge or mortgage any or all of said property as security for the repayment of such loans and/or of any loan, new or old, from any third party to any beneficiary hereunder and/or to any trust, estate or company in which any beneficiary and/or any trust hereunder has an interest, and to guarantee any such third party loans, and to pay interest on and to renew, extend, modify, reduce and/or pay off, from time to time, any such indebtedness incurred by such Trustee(s) or any of their predecessors in interest;
- O. Loan money to anyone, including any beneficiary of that trust or of any trust hereunder (including any beneficiary who may at the time also be a fiduciary hereunder), or to any estate, trust or company in which such person or any trust hereunder has an interest, for any purpose whatsoever, with or without security and at such rate of interest as the Trustee(s) of such trust shall determine in the exercise of reasonable fiduciary discretion, and, with respect to such loans and/or security interests, to renew, extend, modify and grant waivers;

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P. Make, execute and deliver any and all such instruments in writing as shall be necessary and proper to carry out any disposition whatever of any trust property;

Q. Carry securities or other properties requiring or permitting of registration or recording in their names, in any one of their names, in the name of their nominee or nominees (with or without designation of fiduciary capacity), or unregistered (or in such form as will pass by delivery);

R. Exercise, in general, all such control and power over the trust property as an individual might exercise with respect to his own property;

S. Compromise, submit to arbitration, release with or without consideration or otherwise adjust claims in favor of or against any trust;

T. Institute, compromise and defend actions and proceedings;

U. Hold, retain, purchase or sell legal life estates, interests for a term of years, or remainder interests, regardless of whether they yield a reasonable rate of return or no current return, whether or not they result in the preservation of principal, and whether or not the same may be regarded by any statute, rule of law or otherwise as being proper for Trustees. Such investments may be purchased from or made in conjunction with any persons notwithstanding that any such person may control such investment and/or may be, directly or indirectly, a beneficiary or a fiduciary hereunder. The purchase or sales price for any transactions hereunder may, but need not, be determined under the Treasury Department Regulation Section 25.2512-9, as amended, or any successor regulation or tables;

V. In addition to all other powers herein granted to the Trustees, the Trustee of each trust created hereunder is specifically authorized to hold and maintain any residence (whether held as real property, condominium or cooperative apartment) for the use and benefit of the beneficiaries of any trust. If the Trustees, in their sole and absolute discretion, determine that it would be in the best interests of the beneficiaries of any trust to maintain a residence for their use but that the residence owned by the Trustees should not be used for such purpose, the Trustees are authorized to sell said residence and to apply the net proceeds of sale to the purchase of such other residence or to make such other arrangements as the Trustees, in their sole and absolute discretion, deem suitable for the purpose. Any proceeds of sale not needed for reinvestment in a residence as provided above shall be added to the principal of this trust and thereafter held, administered and disposed of as a part thereof. The Trustees are authorized to pay all carrying charges of such residence, including, but not limited to, any taxes, assessments and maintenance thereon, and all expenses of the repair and operation thereof, including the employment of domestic servants and other expenses incident to the running of a household for the benefit of the beneficiaries of the trust. Having in mind the extent to which funds will be available for expenditure for the benefit of the beneficiaries, the Trustees are authorized to expend such amounts as they, in their sole and absolute discretion, shall determine to maintain the current lifestyle of the beneficiaries, including, but not limited to, complete authority to provide for their personal care and comfort in any manner whatsoever; and

W. Amend this trust instrument or any trust created hereunder to enable any such trust to qualify as an eligible shareholder of a Subchapter S corporation as described in Sections 1361(c)(2)(A)(i) or 1361(d)(3) of the Code, as the case may be.

The foregoing powers, as well as those now or hereafter conferred upon Trustees generally and those set forth in the following sections of this Article, may be exercised by such Trustees in such manner as they, in their sole judgment and discretion, deem appropriate under the then circumstances (insofar as they can be reasonably ascertained by such Trustees) to carry out the trust purposes of protecting and conserving property for the beneficiaries, all without obtaining authority therefor from any court. No person dealing with the Trustees shall be bound to see to the application or disposition of cash or property transferred to or upon the order of the Trustees or to inquire into the authority, validity or propriety of any action of the Trustees.

6.2 **"Prudent Person" Rule.** In addition to the investment powers conferred above, the Trustees are authorized (but are not directed) to acquire and retain investments not regarded as traditional for trusts, including investments that would be forbidden by the "prudent person" rule. The Trustees may, in their sole discretion, invest in any type of

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property, wherever located, including any type of security or option, improved or unimproved real property, and tangible or intangible personal property, and in any manner, including direct purchase, joint ventures, partnerships, limited partnerships, corporations, mutual funds or any other form of participation or ownership whatsoever. In making investments, the Trustees may disregard all of the following factors:

- A. Whether a particular investment, or the trust investments collectively, will produce a reasonable rate of return or result in the preservation of principal.
- B. Whether the acquisition or retention of a particular investment, or the trust investments collectively, is consistent with any duty of impartiality as to the different beneficiaries. The Grantors intend no such duty shall exist.
- C. Whether the trust is diversified. The Grantors intend no duty to diversify shall exist.
- D. Whether any or all of the trust investments would traditionally be classified as too risky or speculative for trusts. The entire trust may be so invested. The Grantors intend the Trustees to have sole discretion in determining what constitutes acceptable risk and what constitutes proper investment strategy.

The Grantors' purpose in granting the foregoing authority is to modify the prudent person rule insofar as the rule would prohibit an investment or investments because of one or more factors listed above, or any other factor relating to the nature of the investment itself. Accordingly, the Trustees shall not be liable for any loss in value of an investment merely because of the nature of the investment or the degree of risk presented by the investment, but shall be liable if the Trustees' procedures in selecting and monitoring the investment are proven by affirmative evidence to have been negligent, and such negligence was the proximate cause of the loss.

6.3 Properties and Companies Owned in Common with Others. The Trustees of each trust hereunder are specifically authorized, with or without the joinder of other owners of property or securities related to any that may be held in such trust (and notwithstanding that one or more such other owners may be, directly or indirectly, a beneficiary or a fiduciary hereunder), to enter upon and carry out any plan (i) for the foreclosure, lease or sale of any trust property, (ii) for the consolidation or merger, dissolution or liquidation, incorporation or reincorporation, recapitalization, reorganization or readjustment of the capital or financial structure of any corporation, company or association, the securities of which, whether closely held or publicly traded, may form a part of such trust, or (iii) for the creation of one or more holding companies to hold any such securities and/or properties (even if it leaves, following the termination of such trust, a trust beneficiary as a minority shareholder in such a holding company), all as such Trustees may deem expedient or advisable for the furtherance of the interests of such trust and the carrying out of the Grantors' original intent as to such trust and as to those properties and/or securities. In carrying out such plan, such Trustees may deposit any such securities or properties, pay any assessments, expenses and sums of money, give investment letters and other assurances, receive and, subject to the requirements of Section 6.1 below, retain as investments of such trust any new properties or securities transferred or issued as a result thereof, whether or not the same may be regarded by any statute, rule of law or otherwise as being proper investments for Trustees, and generally do any act with reference to such holdings as might be done by any person owning similar securities or properties in his own right, including the exercise of conversion, subscription, purchase or other rights or options, the entrance into voting trusts, etc., all without obtaining authority therefor from any court.

6.4 Authority to Operate Businesses. If an interest in any business, whether in the form of a general or limited partnership or sole proprietorship, at any time becomes an asset of any trust hereunder (by purchase, gift, the entrance of the trust into such business or otherwise), its Trustees shall have the authority to engage in and to continue such trust in such business for such period, without limit, as such Trustees, in their sole judgment, may deem best for such trust (but only as long as such activity does not constitute "carrying on business" within the meaning of the federal tax laws defining associations taxable as a corporation) and, for that purpose, such Trustees may retain and employ the capital in said business that shall at the time of trust acquisition be committed thereto or employed therein and such additional capital as such Trustees, in their sole judgment, shall think fit to advance from time to time out of such trust's other resources, whether for continuation or expansion or any other purpose; and such Trustees, in their sole discretion, may

incorporate a part or all of said business (or any investment held in such trust) in one or more corporations, with whatever capital structure may be deemed appropriate, alone or with others, in any jurisdiction, and/or form partnerships in which such trust may be a general or limited partner, and/or enter into joint ventures or associations with others on such terms as may be deemed appropriate, and/or enter into agreements respecting voting rights, management, incentive compensation, profit sharing, future sale or retention, etc., all without obtaining authority therefor from any court, and such Trustees, while acting in good faith, shall be free from any responsibility for losses arising in the prosecution of such business.

6.5 Mineral and Oil and Gas Operations. With respect to any and all mineral and oil and gas interests of any kind, regardless of where located, that may at any time form a part of or be acquired by any trust hereunder, the powers and discretions herein granted to Trustees shall be broadly construed, regardless of technical terminology, to permit any contract, act or thing that may be deemed by the Trustees of such trust to be advantageous to such trust, whether or not the same be now or hereafter recognized as common or proper practice by or among those engaged in the business of prospecting for, developing, producing, processing, transporting and/or marketing any such minerals, properties or interests. Without limiting the generality of the foregoing, such Trustees are also specifically authorized and empowered, in their sole discretion as they may deem necessary or desirable, with respect to any and all such interests, to:

- A. Pay all delay rentals, lease bonuses, royalties, overriding royalties, bottom hole or dry hole contributions, local taxes and assessments and all other proper charges;
- B. Make farm out agreements, engage in secondary recovery operations and enter into and execute pooling and/or unitization agreements and/or agreements for the installation and/or operation of absorption, repressuring and/or other processing plants;
- C. Retain, sell, assign, transfer, lease, exchange, mortgage, pledge or otherwise hypothecate, surrender or abandon, with or without condition, either in cash or in kind, any or all of such interests (including making reservations and exacting conditions on the transfer of any such interests;
- D. Drill, test, explore, mine, develop, operate and otherwise exploit, directly or by contract with others, any and all such interests to any extent;
- E. Produce, process, sell or exchange all products recovered through the exploitation of such interests;
- F. Exercise, in accordance with their best judgment, any right, power or privilege (including, but not by way of limitation, the right to consent to participate or to not participate in wells to be drilled) the Trustees or any predecessor in interest may have under any agreement that may have been entered into in connection with any of such interests;
- G. Select, employ and enter into any appropriate business form in which to exploit properly such interests, including corporations, partnerships, limited partnerships, mining partnerships, joint ventures and co-tenancies;
- H. Hire all necessary personnel, rent office space, buy or lease office equipment, contract and pay for geological surveys and studies, procure appraisals, rely on expert advice and generally conduct and engage in any and all activities incident to the foregoing powers set forth in Paragraphs A through G, inclusive, with full power to borrow and pledge in order to finance such activities; and
- I. Exercise broad and liberal discretion in making allocations under Section 5.3 above notwithstanding the technical nature of any receipt or disbursement, notwithstanding any local law or custom to the contrary, and without being required to allocate to principal any reserve for depletion.

Such Trustees are further hereby granted any other power they deem necessary in order to conserve, develop, exploit and administer the interests described in this section, including the power to dispose of such interests in any manner and at any price, either in cash or in property, that they, in the exercise of their best judgment, deem reasonable at the time of such disposition. All fiduciaries hereunder shall be exonerated from liability for honest errors in judgment in connection with the exercise of the powers described in this section.

6.6 Agricultural Realty and Farming Operations. With respect to any real property used or useable for agricultural purposes and/or farming operation of any kind, regardless of its nature, that may at any time become an asset of any trust hereunder, its Trustees shall have the authority to:

- A. Operate all property and interests in property relating to such operation with hired labor, tenants and/or sharecroppers (including any who may be a beneficiary, Trustee and/or Grantors hereunder), as such Trustees from time to time deem best;
- B. Hire a farm manager or professional farm management service to supervise such operation or operations;
- C. Lease or rent land, equipment and/or livestock for cash or on shares, either to others or from others (including related parties and/or Trustees);
- D. Sell, purchase, exchange and/or otherwise acquire or dispose of farm machinery, livestock, farm products, crops, timber, supplies and services used in connection with the property or any acreage or parcel of real estate constituting farm property;
- E. Remove, construct, repair and improve fences, structures and buildings of all kinds on the property;
- F. Fertilize, terrace, clear, level, ditch and/or drain farm lands;
- G. Install irrigation systems, carry on reforestation and, in general, follow soil conservation and other practices designed to conserve, improve and maintain the fertility and productivity of the soil;
- H. Enter into agreements and/or programs with any governmental agency relating to soil conservation, acreage reduction, agricultural, recreational or other similar purposes;
- I. Carry on both crop and livestock programs, including the breeding, raising, purchasing and/or selling of livestock and any other farm products whatsoever; and
- J. Borrow money and pledge harvested or growing crops, timber or livestock and mortgage or pledge farm property of any kind.

Regarding all such agricultural real property and farming operations, no Trustee shall be liable for any losses except as such losses are caused by that Trustee's bad faith or intentional misconduct. Furthermore, during such time as there is a Trustee acting with respect to any trust that owns or leases real property used or useable for agricultural purposes or that is thus involved in farming operations, that Trustee shall completely control and manage all of such trust's agricultural real property and/or farming operations, and to receive amounts of cash due the income or principal accounts of such trust from such property and/or operations and to provide such Trustee with all funds such Trustee calls for, either from the income or principal account of such trust, in connection with such property and/or operations.

6.7 Assistance to Estates and Trusts of Interested Persons. The Trustees of each trust hereunder are authorized, in the exercise of their discretion, to purchase and retain, as a trust investment, securities or other properties, for a fair consideration in money or money's worth, from the fiduciaries of the estate (and/or revocable trust) of the Grantors and each of the Grantors' descendants (and each of their spouses), from the fiduciaries of each other separate trust hereunder,

and from the fiduciaries of the estate (and/or revocable trust) of each deceased beneficiary of each trust hereunder (and each of their spouses) and to make loans to such fiduciaries, with or without security and at such rate of interest or no interest, all as such Trustee(s) shall determine to be appropriate in carrying out what they alone judge would be the Grantors' original intent under the circumstances. The propriety of any such purchase and/or loan and of the terms thereof shall not be questioned merely because any of the fiduciaries or beneficiaries of such estate or trust may also be a Trustee hereunder.

6.8 Enlarged Investment Perspective. The investment policy of each Trustee hereunder shall be based primarily on the long term best interests of the person or persons who, at the time, are entitled to trust income and only secondarily on the interests of remainder beneficiaries. If any Trustee considers it appropriate to determine the proportion of trust properties to be invested in (i) equities, and (ii) "fixed dollar" type assets, consideration should also be given to the amount and nature of all assets and means of support available from all sources to each income beneficiary to the extent known (even to the point of having all trust investments in one or the other type of holding). The soundness of trust investments shall be judged not on the basis of individual assets nor on the basis of the trust estate alone, but on the broader basis of each income beneficiary's economic circumstances as a whole, including said trust estate.

6.9 Permitted Self-Dealing. Financial transactions, both direct and indirect, between any trust and any of the Trustee(s), beneficiaries and/or grantors of that trust (including, for instance, the purchase, sale or leasing of property, investments in mortgages, acquisitions of life insurance policies, employment in any capacity, lending, etc.), whether or not specifically described in this article as permitted between such parties, except to the extent expressly prohibited by this instrument, are hereby expressly authorized, notwithstanding any rule of law relating to self dealing, provided only the Trustee(s), in thus acting either on behalf of or with or for such trust, shall act in good faith to assure such trust receives in such transaction adequate and full consideration in money or money's worth. The compensation to which a Trustee is entitled under this Trust Agreement shall not be reduced or offset by reason of receiving sales or other fees or commissions on property sold to the trust by a Trustee (directly or indirectly), which sales are hereby authorized.

6.10 Certain Trustee(s)' Limited Power of Amendment.

A. In the case of each separate trust at any time in existence hereunder, such trust's then Trustee(s), other than any (i) who has ever made a gift transfer to such trust, or (ii) who is prohibited by the provisions of Paragraph B(1) below from participating in the amendment involved, from time to time may, notwithstanding any other provision of this instrument, amend or restate this instrument, including its dispositive, administrative and other provisions of all kinds, in order to permit such Trustees:

- (1) To cope with tax and/or other circumstantial changes that may affect such trust and/or its beneficiaries, and/or
- (2) To remove from the governing trust instrument any provisions which have become "deadwood" (i.e., no longer operative in the ongoing administration of such trust due to changed circumstances)

with respect to (i) such trust, and (ii) all trusts that are subsequently to come into existence under this instrument to hold part or all of the assets of such trust, in whatever way or ways, such Trustees, in the exercise of such Trustees' sole discretion, may deem appropriate in the best interests, as interpreted by such Trustee(s) alone, of the primary beneficiaries of such trust(s) and of each such beneficiary's family as a whole. Such Trustees shall be guided by what, in the sole judgment of such Trustees alone, would apparently be the Grantors' original intent hereunder in the light of the changed circumstances. This power of amendment shall include, by way of example and not limitation, the power to:

- (1) Grant, reduce or eliminate general (as defined in Section 2041 of the Internal Revenue Code) and special powers of appointment with respect to part or all of any trust property (such powers may be made subject to any conditions or consents and limited to such objects as may be described in the grant or reduction of each power);

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(2) Add mandatory distribution or set aside provisions for one or more beneficiaries or permissible distributees;

(3) Divide a trust into separate trusts or merge separate trusts together;

(4) Provide for the creation of one or more separate subaccounts (equivalent to a separate trust) in any trust hereunder with respect to which subaccount more restrictive or other administrative or dispositive provisions are made applicable in order to permit some or all of the properties or interests that may at any time be held in or allocable to that trust to be segregated and transferred to that subaccount to achieve some tax or other benefit that would otherwise not be available to such property or interest or to the primary beneficiary or one or more of the other current beneficiaries of that trust [such as, by way of example and not limitation, to permit (i) such property, interest or beneficiary to qualify for some governmental or tax benefit, generation-skipping transfer tax exemption or IRC Section 2032A election, (ii) a disclaimer to be made, or (iii) shares of stock held in such subaccount to be a qualifying stockholder in an S corporation, and so on]; and

(5) Restrict in any way, revocably or irrevocably, the future exercise of any power held by any beneficiaries and/or Trustee(s) hereunder.

B. Notwithstanding the foregoing, however, under no circumstances (i) shall any Trustee, who is also a beneficiary of any such trust, participate in any amendment which may result in such Trustee beneficiary receiving any direct or indirect financial benefit from any such trust, nor (ii) shall any such amendment:

(1) Extend the period of any such trust's existence beyond the already applicable rule against perpetuities limitation period specified in Section 9.1;

(2) Diminish in any way (that is not controlled by the beneficiary) any enforceable right any beneficiary may already have (under the then terms of this instrument) to receive the income of any trust, currently or at any time in the future (but, to the extent an amendment benefits or grants a power to a current beneficiary of any trust, it may diminish the rights of one or more beneficiaries to receive in the future the income of that trust or of any trust subsequently to come into existence to hold part or all of the assets of that trust);

(3) Reduce in any way the restrictions and limitations on (i) Grantors and fiduciary actions as set forth in Section 2.1 above and Section 7.10 below, (ii) the Trustee's(s') limited power of amendment under this Section 6.10, and (iii) who (or what institutions) can qualify to fill any office of Trustee hereunder as set forth in Article VII below, unless such reduction of restrictions and/or limitations will not have any adverse tax effect on such trust or any of its beneficiaries [all of which provisions, referred to in (i), (ii) and (iii) above, however, may be amended, irrevocably and binding on successors, to increase such restrictions and limitations in any way such amending Trustee(s) may deem appropriate];

(4) Give (i) any Trustee any powers or discretions that are either granted exclusively to a Co-Trustee or from the exercise of which such Trustee is excluded for any reason, nor (ii) anyone acting in a nonfiduciary capacity any powers granted herein to fiduciaries unless, in either case, such amendment will not have any adverse tax effect on such trust or any of its beneficiaries;

(5) Result in any direct or indirect financial benefit to anyone who is not at the time of such amendment both (i) a member of the Grantors' family within the meaning of Section 2036(c)(3)(B) of the Internal Revenue Code (as it reads on the date of this instrument), and (ii) already a present or contingent beneficiary of such trust(s) (unless it is to provide for afterborn or afteradopted children of any such beneficiary), except through the exercise of a power of appointment held by or granted to a person described in (i) and (ii) above;

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(6) Discriminate in any significant financial way in favor of one or more siblings to the detriment of any other sibling(s) where such siblings are, under the terms of this instrument, to be treated in substantially equal fashion (for this purpose treating each sibling, his or her spouse and descendants, and their spouses as one unit); nor

(7) Make any change that would have the effect of disqualifying any such trust insofar as such trust, prior to such amendment, otherwise qualified for and was in fact already taking advantage of, while such advantage otherwise will continue, (i) any exemption from a surviving spouse's elective right or from any creditor's right to levy on any beneficiary's interest in any such trust, or (ii) any substantial deduction, credit, exclusion or other tax benefit (such as any marital or charitable deduction, any annual gift tax exclusion, an IRC Section 2032A election, a generation-skipping tax exemption, the opportunity to be a stockholder in an S corporation, a significant grandfathered status under some changed law, and so on).

C. Any such amendment shall be by written instrument, executed by such amending Trustee(s) with all the formalities of a deed, setting forth the trust or trusts hereunder to which the amendment applies and the effective date of such amendment.

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IN WITNESS WHEREOF, the Grantors, the Trustee have hereunto set their hands the day and year first above written.

GRANTORS:

Michael A. Giurbino
MICHAEL A. GIURBINO

Suzanne A. Giurbino
SUZANNE A. GIURBINO

TRUSTEE:

Michelle L. Navigato
MICHELLE L. NAVIGATO

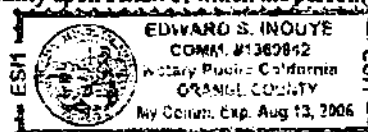
STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

On August 14, 2005, before me, the undersigned, a Notary Public in and for said State, personally appeared MICHAEL A. GIURBINO and SUZANNE A. GIURBINO, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Edward S. Inouye

Notary Public



This Area For Official Notary Stamp

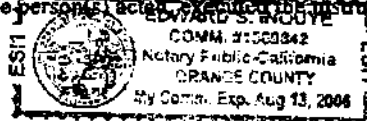
STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

On August 14, 2005, before me, the undersigned, a Notary Public in and for said State, personally appeared MICHELLE L. NAVIGATO, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Edward S. Inouye

Notary Public



This Area For Official Notary Stamp

APPROVED AS TO FORM:

Edward S. Inouye
ATTORNEY FOR GRANTOR